

BEFORE THE ARKANSAS SECURITIES COMMISSIONER

CASE NO C-08-082

RECEIVED

09 OCT 22 PM 1:05

ARKANSAS SECURITIES DEPT.

IN THE MATTER OF:

GREENLEAF COMPANIES, LLC

RESPONDENT

REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department ("Staff") received information and has in its possession certain evidence that indicates the Greenleaf Companies, LLC, ("Greenleaf") has violated provisions of the Arkansas Fair Mortgage Lending Act ("FMLA"), Ark. Code Ann. §§ 23-39-501 through 23-39-518.

Administrative Authority

1. This matter is brought in connection with violations of sections of the FMLA and is therefore properly before the Arkansas Securities Commissioner ("Commissioner") in accordance with Ark. Code Ann. § 23-39-514(d).

Respondent

2. Greenleaf is a Missouri limited liability company. Greenleaf has never been licensed by the Arkansas Securities Department ("Department") as a mortgage servicer.

Facts Supporting Cease and Desist Order

3. Between 2006 and 2008 Greenleaf operated a residential housing investment, sales, and servicing business in Arkansas. Under the Greenleaf business plan, Greenleaf would enter into an agreement with an investor ("investor") to use the investor's good credit rating to arrange for the financing of and the purchase for a residential house in Arkansas. As part of Greenleaf's business plan, the investor would turn over actual control of the residential house to Greenleaf for three years under an investment Agreement and Contract for Deed. Greenleaf was to manage the property during this three year period and pay all mortgage, tax, and insurance payments. In order for Greenleaf to make the mortgage, tax, and insurance payments, Greenleaf would locate a potential buyer or purchaser ("resident") for the residential house owned by the investor. Greenleaf would execute a contract for deed and promissory note with said resident. The resident would live in the residential house and make the mortgage, tax, and insurance payments to Greenleaf. *Greenleaf was contractually obligated to forward these mortgage, tax, and insurance payments to the investor. The investor was contractually obligated to apply these payments from Greenleaf toward the mortgage, tax, and insurance payments of the residential house. At the end of three years, Greenleaf would either purchase the residential property or sell it to a third party for the outstanding balance on the loan. Greenleaf and its affiliates lead the Arkansas residents purchasing these residential houses to believe that they were in fact buying a residential house owned by Greenleaf. At the time the contracts for deed and promissory notes were signed by the Arkansas residents, they were not told by any officer or employee of Greenleaf that there was actually a third party investor who owned the residential house. The Arkansas residents who entered into the contract for deeds with Greenleaf were to make payments that were ultimately disbursed to the investor for the mortgage, tax, and insurance

payments. Greenleaf's business scheme disintegrated on or around April 2008, when payments received from the residents were no longer forwarded to the investors causing or contributing to a large number of properties purchased by the investors under Greenleaf's business plan to enter foreclosure and ultimately be sold at a foreclosure sale.

4. On or about January 31, 2008, a married couple, Arkansas residents one ("AR1"), signed a Contract for Deed (Exhibit A) and Promissory Note (Exhibit B) for the purchase of a residential house with an authorized representative of Greenleaf. In paragraph ten of the Contract for Deed, AR1 was instructed to make and deliver all payments required under the agreement to Greenleaf. Also, at the time the Contract for Deed was executed, AR1 signed a document titled Payment Policies (Exhibit C). Paragraph number eight of the Payment Policies states that, "Approximately 1-2 months after your account has been set up, you will receive information regarding payment processing. At that time, Weststar Escrow Servicing will begin handling and receiving your payments.... Until you receive a coupon book, please continue to make your payments to Greenleaf Companies, LLC". AR1 did as they were instructed, and they sent their mortgage payments for April and May 2008 to Greenleaf. From June through August 2008, AR1 made all of their payments to Weststar. Weststar forwarded all payments it received from AR1 to Greenleaf. On or about September 12, 2008, a Mortgage Notice of Default was filed by the mortgage note holder for the residential house occupied by AR1. In November 2008, AR1 moved from the residential house, and the house was sold at a foreclosure sale. The failure by Greenleaf to disburse the payments to the investor either caused or contributed to the foreclosure sale of the residential house occupied by AR1.

5. On or about January 10, 2007, a married couple, Arkansas residents two ("AR2"), signed a Contract for Deed (Exhibit D) and Promissory Note (Exhibit E) with an authorized

representative of Greenleaf. In paragraph nine of the Contract for Deed, AR2 was instructed to make and deliver all payments required under the agreement to Greenleaf. In addition, in the Addendum to the Promissory Note AR2 was again instructed to mail or deliver payments to Greenleaf. AR2 did as they were instructed, and they sent their mortgage payments from March through December 2007, to Greenleaf. From January through October 2008, AR2 continued to make their payments. On or about August 2008, a Mortgage Notice of Default was filed by the mortgage note holder for the residential house occupied by AR2. In April of 2009, AR2 moved from the residential house, and the house was sold at a foreclosure sale. The failure by Greenleaf to disburse the payments to the investor either caused or contributed to the foreclosure sale of the residential house occupied by AR2.

6. On or about June 16, 2008, a married couple, Arkansas residents three ("AR3"), signed a Contract for Deed (Exhibit F) and Promissory Note (Exhibit G) with an authorized representative of Greenleaf. In paragraph ten of the Contract for Deed, AR3 was instructed to make and deliver all payments required under the agreement to Greenleaf. In addition, in the Addendum to the Promissory Note AR3 was again instructed to mail or deliver payments to Greenleaf. Also, at the time the Contract for Deed was executed AR3 signed a document titled Payment Policies (Exhibit H). Paragraph number eight of the Payment Policies states that, "Approximately 1-2 months after your account has been set up, you will receive information regarding payment processing. At that time, Weststar Escrow Servicing will begin handling and receiving your payments.... Until you receive a coupon book, please continue to make your payments to Greenleaf Companies, LLC". AR3 did as they were instructed, and they sent their mortgage payments from September 2008 through January 2009, to Greenleaf. In fact, Greenleaf never did transfer the servicing of AR3's account to Weststar. Further, the payment made by AR3 to

Greenleaf in December 2008 was endorsed and negotiated by Greenleaf, but not sent or delivered by Greenleaf to the investor of the residential house. Eventually, AR3 was contacted by the investor of the residential house. AR3 made arrangements to remain in the residential house and make their payments directly to the investor of the house. If not for the actions of the investor of the residential house, Greenleaf's failure to disburse the payments would have caused or contributed to a foreclosure action being brought against said residential house.

7. In connection with the acceptance and disbursement of payments, taxes, and insurance, Greenleaf intentionally violated the FMLA by acting as a mortgage servicer without holding a mortgage servicer license in Arkansas.

8. In connection with the acceptance of payments, taxes, and insurance Greenleaf committed mortgage fraud by not disbursing said payments, taxes, and insurance in accordance with a written agreement to service mortgage loans.

Applicable Law

9. Ark. Code Ann. § 23-39-502(16) (Repl. 2009) defines a mortgage loan as a loan primarily secured either by a mortgage or a deed of trust on real property.

10. Ark. Code Ann. § 23-39-502(17) defines a mortgage servicer as a person that receives from or on behalf of a borrower; funds or credits in payment of a mortgage loan; or, the taxes or insurance associated with a mortgage loan.

11. Ark. Code Ann. § 23-39-503(b) states it is unlawful for any person to act or attempt to act, directly or indirectly, as a mortgage servicer with any person located in Arkansas without first obtaining a license from the Commissioner under the FMLA.

12. Ark. Code Ann. § 23-39-513(6) states that it is unlawful for any person to fail to disburse funds in accordance with a written commitment or agreement to service a mortgage loan.

13. Upon finding that any action of a person is in violation of the FMLA, the Commissioner may summarily order the person to cease and desist from the prohibited action. Ark. Code Ann. § 23-39-514(d).

Conclusions of Law

14. A contract for deed constitutes a mortgage loan as defined by Ark. Code Ann. § 23-39-502(16) (Repl. 2009).

15. Greenleaf violated Ark. Code Ann. § 23-39-503(b) when it acted as a mortgage servicer with AR1 through AR3 without first being licensed by the Department under the Arkansas FMLA.

16. Greenleaf violated Ark. Code Ann. § 23-39-513(6) when it failed to disburse funds collected from AR1 through AR3 in accordance with the contract for deeds and other agreements it executed with AR1 through AR3.

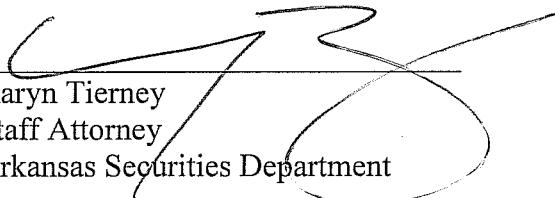
17. The conduct, acts, and practices of Greenleaf threaten immediate and irreparable public harm. A cease and desist order is in the public interest and is appropriate pursuant to Ark. Code Ann. § 23-39-514(d).

Prayer for Relief

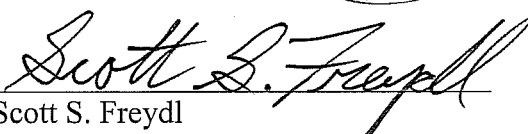
WHEREFORE, the Staff respectfully requests that the Commissioner order Greenleaf Companies, LLC to immediately CEASE AND DESIST from acting or attempting to act as a mortgage servicer in the State of Arkansas until it is properly licensed under the FMLA with the Department; from committing mortgage fraud by failing to disburse funds in accordance with a

written agreement to service a mortgage loans; and, for all other relief to which the Staff may be entitled.

Respectfully submitted,



Karyn Tierney
Staff Attorney
Arkansas Securities Department



Scott S. Freydl
Staff Attorney
Arkansas Securities Department

October 22, 2009
Date

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (the "Contract" or "Agreement") is made and entered into this 31 day of January, 2008 by and between Greenleaf Companies, L.L.C. of 3645 South Ave., Springfield, Missouri 65807, Grantor (hereinafter referred to as "Seller"), and [REDACTED] of [REDACTED] Centerton, AR, Grantee, (hereinafter referred to as "Buyer"), whether one or more.

WITNESSETH: Seller, for and in consideration of the strict compliance with the agreements, stipulations and conditions in this contract hereinafter stated, hereby agrees to convey to Buyer, the property whose street address is [REDACTED] Centerton, AR, together with the improvements located thereon, and more formally described as:

[REDACTED] Centerton Arkansas, Benton County

TERMS AND CONDITIONS

PURCHASE PRICE: The total purchase price shall be (\$214,800.00) which shall be paid as follows:

1. The sum of (\$2,995.00) shall be paid as a non-refundable down payment to Seller as per the schedule outlined in Addendum B of this document. Buyer and Seller agree that in the event this contract shall fail to close, for any reason other than Seller's refusal or inability to transfer good title to the property, Seller shall be entitled to retain the down payment as partial damages which shall be in addition to any monies claimed due pursuant to paragraph 12 herein.
2. The sum of (\$211,805.00), which is the balance of the purchase price, shall be amortized over a period of thirty years, shall bear interest at the rate of 7 % per annum and shall be paid in equal monthly installments of \$1,409.14, commencing 04/01/08 and continuing thereafter, on the first day of each and every month, until the full balance hereunder is satisfied in full. The first payment hereunder, representing a partial month's payment, in the sum of \$1,652.18 shall be made on 04/01/08 and all payments thereafter shall be on the 1st day of each month in the sum set forth above. Buyer acknowledges that in addition to the monthly payment due hereunder, Buyer shall be responsible for paying a monthly prorated sum for real estate taxes and insurance and that the full monthly payment, including taxes and insurance shall be \$1,652.18. Buyer further understands that the additional prorated sum for taxes and insurance will increase over the course of this Contract for Deed and Buyer agrees to be bound thereby and promptly pay such increased sum.
 - a. A late charge of \$5.00 PER DAY will be assessed for any payment received after the 5th day of each month.
 - b. Seller will assess a fee of \$25.00 for any check returned due to insufficient funds, in addition to any late fees incurred. Payment in the form of Certified funds will be required to cure charges for any given month in which an insufficient funds charge has been assessed. Seller may thereafter require certified funds for future monthly payments.
 - c. Buyer shall have the option and the privilege, without penalty, to pay any or all of said indebtedness at any time or times prior to the maturity of this contract.

Buyer and Sellers must initial all pages*

Buyer's initials

[REDACTED] *

Seller's initial

EL *

3. Buyer acknowledges and understands that the property is currently subject to a Deed(s) of Trust and hereby explicitly grants Seller the right to refinance and subject this property to further or additional Deeds of Trust, in a sum not to exceed the purchase price hereunder. Buyer hereby subordinates Buyer's interest in the property to any such current or subsequent Deed of Trust. Seller agrees to make all payments on any such note(s) when due directly to the holder. Seller shall, upon reasonable request, provide Buyer with proof of payments on the described note(s).
4. Seller retains the right to unilaterally convert this Contract for Deed to a purchase agreement, at any time, thereby conveying title to the property to Buyer. Buyer agrees that in exchange for such transfer, Buyer will execute a Deed of Trust, in favor of Seller for the balance of the purchase price then remaining due. Seller further retains the right to sell, transfer or assign this Contract for Deed, without notice.
5. Seller shall be responsible for assuring that all annual real estate taxes due and payable against the property, during the term of this Contract for Deed, are timely paid. In addition, Seller shall be responsible for assuring that of all insurance premiums reasonably incurred by Seller to insure its interest in the real property are promptly and timely paid. Buyer acknowledges that Seller will not purchase insurance to protect any loss to Buyer's personal property, contents and/or fixtures. Buyer should purchase any such insurance at Buyer's expense.
6. Possession of said property shall be delivered upon 03/01/08.
7. Upon maturity of this contract, and satisfaction in full of the obligations of Buyer hereunder, the Seller hereby agrees and binds itself to make, execute and deliver to Buyer a good and sufficient deed of conveyance for said premises free of encumbrances caused by the Seller.
8. Buyer shall, at Buyer's expense, make all necessary repairs to the property in a timely manner, in order to maintain the same in a good state of repair and shall promptly pay all material and labor expenses, if any, in connection therewith and shall not permit any liens to attach to this property. **Buyer shall not commit or make any improvements, alterations or major repairs without the written consent of Seller.** Seller does not consent to the attachment of any mechanic's or material-men's liens.
9. Buyer shall, at no time, sell, transfer or assign this contract, nor rent or lease the property, to another person without written consent of the Seller. Buyer shall not encumber Buyer's interest in said property with any additional liens or mortgages.
10. All payments required under this agreement shall be made to Seller and delivered to:

Greenleaf Companies, L.L.C.
3646 S. Campbell
Springfield, MO 65807

Or at such location as Seller may direct in writing to the Buyer.

11. Seller retains the right, with reasonable notice, to go upon and enter said premises covered in this contract, in person, or by its agents or representatives for the purpose of inspecting the same and insuring compliance with this agreement.

Buyer and Sellers must initial all pages*

Buyer's initials





Seller's initial


EL

*

12. It is expressly understood that Time Is of The Essence and that if Buyer shall fail to pay any installment, interest, lien or other payment for a period of ten (10) days after the payment shall become due and payable, then all amounts paid hereunder by the Buyer, at the option of the Seller, shall be forfeited to the Seller as damages for breach of this contract, which shall be in addition to any monthly payments remaining due and outstanding as set forth below, and on such default, it will be lawful and proper for the Seller, or its assigns, without notice, to take possession of the premises. It is further agreed that upon such default the Buyer shall become a tenant of the Seller as a tenant from month to month and agrees to pay \$2,500.00 per month as rent for such premises, as rent becoming due and payable monthly in advance. Buyer further acknowledges that as additional damages due to Seller in the event of default, Seller shall be entitled to a sum equivalent to the difference in the monthly payment due hereunder and the monthly Lease Payment, retroactive to the date of execution of this contract. All past due payments shall be deemed by the parties an arrearage of rental payments due so that Seller shall be entitled to proceed under Arkansas' rent and possession statutes and/or under Arkansas' unlawful detainer statutes. In the event of Buyer's default, Seller shall be entitled to reimbursement of all costs and attorney fees reasonably incurred as a result of such default. In the event Buyer's actions, in any way, reduce the value of the premises and/or violate any covenants contained herein, other than failure to make timely payment of any installment, interest, or other payments, Seller shall provide Buyer a written notice of default. If default is not cured within ten (10) days from the date of notice, Seller may, at Seller's discretion, declare a default and proceed to enforce its rights pursuant to the laws of the State of Arkansas. Should Seller declare this Contract in default, Buyer shall have no further right to or interest in the property. Early termination of this Contract by Buyer, other than through payment of the full balance remaining due hereunder, shall also be deemed an event of default and Seller shall be entitled to collect from Buyer, as damages therefore, in addition to any sums due as and for monthly rent, a sum equivalent to the difference in the Lease Agreement sum and the contract payment made hereunder, retroactive to the date of execution of this contract, or alternatively, the sum of \$6,000.00, whichever is less.
13. Buyer has a one-time right to redeem the property, by full payment of all amounts due herein, at any time before Seller takes possession of the subject property. If no redemption is made within said time frame, the Buyer has no further rights to the property or the payments made hereunder.
14. Notwithstanding any provisions in this paragraph to the contrary, in the event of abandonment of the property by Buyer, Seller shall have the right to immediately re-enter and take possession of the property.
15. It is understood and agreed that a letter addressed to the parties at the address shown beneath their signatures and duly deposited in the United States mail, postage prepaid, shall be sufficient delivery of any notice required under this contract.
16. It is understood and agreed that this contract contains the complete agreement between the parties and that Buyer is not relying upon representations other than those contained in this contract. This contract may only be amended by a written agreement signed by all parties hereto.
17. Buyer acknowledges that Buyer has inspected and carefully examined the above described property; and neither Seller, nor any person on Seller's behalf, has made any representations, warranties, or agreements as to the value, condition, quality or suitability of the property, improvements thereon, and fixtures and equipment therein, including but not limited to plumbing, refrigerators, heating, air-conditioning, electrical, structure, foundations, basement or roof. Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property other than the knowledge readily available from viewing the property. Buyer further acknowledges that Buyer has been advised that Buyer has the right to have the property inspected by a qualified inspector. Buyer hereby accepts the above

Buyer and Sellers must initial all pages*

Buyer's initials

  *

Seller's initial

 *


described property in its present "as is" condition and specifically acknowledges and agrees that the improvements thereon are habitable and fit.

18. Buyer waives any existing or future claim and/or cause of action, whether known or unknown, which Buyer has against Seller relating to the subject property, and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning and/or past or present usage including, without limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations. Buyer also agrees to indemnify and hold Seller harmless from any such liability, damages, claims, actions, causes of action, demands, costs, including reasonable attorney's fees and expenses arising from or relating to the real property and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning, and/or past or present usages, including, without limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations, whether such liability, damages, claims, actions, causes of action and/or demands are alleged by Buyer of any third party.

19. This contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, and assigns.

20. Special Agreements:

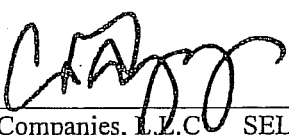
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.


BUYER


BUYER

1260 Medway Lane, Centerton, AR

ADDRESS


Greenleaf Companies, L.L.C. SELLER

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial







*

*

PROMISSORY NOTE

Principal amount: \$211,805.00

Date: 01/31/08

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Greenleaf Companies, L.L.C., the sum of \$211,805.00 Dollars (\$), together with interest thereon at the rate of 7 % per annum, until maturity, on the unpaid principal balance, fully amortized over a period of 30 years. Said sum shall be paid in the following manner:

The sum of \$1,409.14 shall be paid on 04/01/08, representing the first partial month's amortized payment due under this promissory note. Thereafter, on the first day of the following month, and the first day of each succeeding month thereafter, the balance shall be paid in equal monthly installments of \$1,409.14 until the full balance hereunder is satisfied in full. The undersigned acknowledges that his/her monthly payment under the Contract for Deed, which is made a part hereof, includes additional prorated sums for insurance, taxes, HOA dues and security system payments, where applicable; and that failure to pay the monthly sum due under the Contract for Deed will constitute a default.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall, at the option of any holder thereof, be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder on or before its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto. 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. All payments hereunder shall be made to such address as may from time to time be designated by the holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Arkansas.

This note is issued as and intended to be a negotiable instrument, and the Company, by the issuance, and each holder, by the acceptance of this Note, agree that it is to be treated as and deemed to be a negotiable instrument, with all the incidents of negotiable instruments regardless of whether or not in the absence of such agreement the same would be negotiable.

Buyer

Buyer

EXHIBIT

B

ADDENDUM A

In purchasing the property at [REDACTED] Centerton, AR Buyer acknowledges the following:

- Buyer acknowledges that the Seller has made no warranties or agreements as to the condition or quality of the above property-unless previously disclosed in writing.
- Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property.
- Buyer accepts the above described property in its present "As Is" condition and will not hold Seller accountable for the condition of any parts of the described property.
- Utilities must be switched over to the Buyer no later than 03/01/08 (Date). As the Buyer/Lessee, I understand that I need to make arrangements to have the utilities switched over to my name.
- I have been advised of my right to have the house inspected by a qualified professional at my own expense.
- I understand my payments should be mailed or delivered to:

Greenleaf Companies, L.L.C.
3646 S. Campbell
Springfield, MO 65807

- I understand that payments are due on the 1st of every month and that a late charge of \$5.00 will be assessed for every day past the 5th day of each month.
- I understand that late fees will be charged on both monthly payments and on any scheduled down payments.
- I understand that a check returned as "insufficient funds" will be assessed a \$25.00 charge, in addition to any late fees incurred.
- I understand that certified funds will be required to cure charges for any given month in which an insufficient funds charge is assessed.

Buyer acknowledges that Seller holds insurance on the above named property and that all damages/claims should be communicated directly to the Seller for reporting to the insurance agency. **Seller encourages and recommends that the Buyer obtain a contents insurance policy to cover the Buyer's personal property on the premises.**

Dated this 31 day of January, 2008.

Buyer [REDACTED]

Buyer [REDACTED]

Seller: Greenleaf Companies, L.L.C.

By: [Signature]

PAYMENT POLICIES

1. ONLY Certified Funds are accepted for down payments.
2. Checks returned due to insufficient funds will be recorded as non-payment:
 - a. There will be a \$25.00 fee assessed for checks returned for insufficient funds
 - b. No further personal checks will be accepted. All payments thereafter must be in certified funds.
3. Failure to make timely payments will result in legal action. This means that a lawsuit will be filed asking for a Judgment to evict you from the residence and collect for all unpaid monthly payments, late fees, attorney fees and court costs. You will lose all the money you have paid toward purchasing your house and you will have to immediately find somewhere else to live or face having the Sheriff evict you from the residence.
4. A judgment will negatively impact your credit.
5. We will pursue all legal means to collect the past due money owed by you.
6. **IF YOU CAN NOT MAKE THE MONTHLY PAYMENT REQUIRED UNDER THIS CONTRACT, DO NOT CLOSE ON THE HOUSE.**
7. No payment arrangements, other than those set forth in the contract, are acceptable.
8. Approximately 1-2 months after your account has been set up, you will receive information regarding payment processing. At that time, Weststar Escrow Servicing will begin handling and receiving your payments. Please note, your loan is not being sold, it will merely be serviced by Weststar. You will receive notification and a coupon book in the mail. We are excited that you will be receiving the many benefits of having your loan serviced by Weststar. These benefits include: full credit bureau reporting, coupon/ACH payment options, and online account information. Until you receive a coupon book, please continue to make your payments to Greenleaf Companies, L.L.C. 3646 S. Campbell, Springfield,

MO 65807

We acknowledge that the above payment policies have been explained to us and that we understand the consequences of failure to abide by these policies.

Buyer

Buyer

Date: 01/31/08

Date: 01/31/08

EXHIBIT

C

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (the "Contract" or "Agreement") is made and entered into this 10 day of January, 2007 by and between Greenleaf Companies, L.L.C. hereinafter referred to as "Seller", and [REDACTED] (hereinafter referred to as "Buyer", whether one or more.

WITNESSETH: Seller, for and in consideration of the strict compliance with the agreements, stipulations and conditions in this contract hereinafter stated, hereby agrees to convey to Buyer, the property whose street address is [REDACTED] Centerton, AR, together with the improvements located thereon, and more formally described as:

[REDACTED], Benton County, AR

TERMS AND CONDITIONS

PURCHASE PRICE: Buyer agrees to pay Seller the total sum of (\$229,300.00) as follows:

1. The sum of (\$6,879.00) shall be paid as a non-refundable down payment to Seller as per the schedule outlined in Addendum B and Addendum C of this document. Buyer and Seller agree that in the event this contract shall fail to close, for any reason other than Seller's refusal or inability to transfer good title to the property, Seller shall be entitled to retain the down payment as liquidated damages.
2. The sum of (\$222,421.00), which is the balance of the purchase price, and the sum of (\$3,884.00), which is the balance of the promissory note for the down payment, shall be paid at an interest only rate of (5.19)% percent per annum. Buyer shall pay, as and for its monthly payment, the sum of (\$1,189.07), which includes interest, taxes, insurance and promissory note interest payments on or before 03/01/07 (Date), and the same amount on the 1st day of each month thereafter until the BALLOON DATE of 06/10/08, when the entire unpaid balance of this contract, including principal and interest, shall become due and payable in full. Buyer further understands that the actual monthly payment, including principal is \$1,700.00. Pursuant to the terms of this contract for deed, the difference in the monthly payments, \$510.93, shall be considered a deferred payment payable at the Balloon Date hereof. Deferring a portion of the payment hereunder shall neither increase nor decrease the balance of the purchase price due on the Balloon Date. The proceeds from each installment (and possible additional payments as hereinafter provided) shall first be applied to the payment of accrued interest and other permissible charges hereunder and the balance shall be applied to the reduction of the principal balance.
 - a. A late charge of \$8.00 PER DAY will be assessed for any payment received after the 5th day of each month.
 - b. Seller will assess a fee of \$25.00 for any check returned due to insufficient funds, in addition to any late fees incurred. Payment in the form of Certified funds will be required to cure charges for any given month in which an insufficient funds charge has been assessed. Seller may thereafter require certified funds for future monthly payments.
 - c. Buyer shall have the option and the privilege, without penalty, to pay any or all of said indebtedness at any time or times prior to the maturity of this contract.
3. Buyer acknowledge that there may be a Deed of Trust placed on this property and hereby explicitly grants Seller the right to refinance and subject this property to a Deed of Trust. Buyer hereby subordinates Buyer's interest in

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial

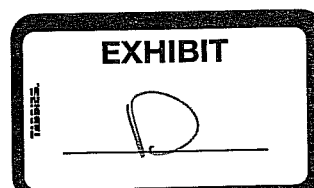
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*



the property to any such subsequent Deed of Trust. Seller agrees to make all payments on any such note when due directly to the holder. Seller shall, upon reasonable request, provide Buyer with proof of payments on the described note.

4. Buyer shall be responsible for all special assessments and annual real estate taxes due and payable against the property. In addition, Buyer shall be responsible for the payment of all insurance premiums reasonably incurred by Seller to insure its interest in the real property. Seller shall pay all real estate taxes and premiums for insurance policies to protect Seller's interest during the term of this contract. Seller shall have the right to collect from Buyer, on a monthly basis, funds sufficient to pay all anticipated taxes and insurance premiums. Buyer acknowledges that Seller will not purchase insurance to protect any loss to Buyer's personal property, contents and/or fixtures. Buyer should purchase any such insurance at Buyer's expense. Should there be any change in the amount of taxes or premiums due in each year, Seller shall notify Buyer in writing of any increases or decreases of the amount to be paid for taxes and insurance, if any.
5. Possession of said property shall be delivered upon 02/01/07.
6. Upon maturity of this contract, and satisfaction in full of the obligations of Buyer hereunder, the Seller hereby agrees and binds itself to make, execute and deliver to Buyer a good and sufficient deed of conveyance for said premises free of encumbrances caused by the Seller. Buyer understands that this is a contract for deed and Buyer acquires only equitable title to the property through this contract for deed. Buyer further understands that legal title to the property will not be conveyed until Buyer has paid the full amount due under this contract.
7. Buyer shall, at Buyer's expense, make all necessary repairs and replacements to the property in a timely manner, in order to maintain the same in a good state of repair and shall promptly pay all material and labor expenses in connection therewith and shall not permit any liens to attach to this property. Buyer shall not commit or make any improvements or major repairs without the written consent of Seller. Seller does not consent to the attachment of any mechanic's or material-men's liens.
8. Buyer shall, at no time, sell, transfer or assign this contract nor rent or lease the property to another person without written consent of the Seller. Buyer shall not encumber Buyer's interest in said property with any additional liens or mortgages.
9. All payments required under this agreement shall be made to Seller and delivered to:

Greenleaf Companies, L.L.C.
3646 S. Campbell
Springfield, MO 65807

Or at such location as Seller may direct in writing to the Buyer.

10. Seller retains the right, with reasonable notice, to go upon and enter said premises covered in this contract in person, or by its agents or representatives for the purpose of inspecting the same and insuring compliance with this agreement.
11. It is expressly understood that Time Is of The Essence and that if Buyer shall fail to pay any installment, interest, taxes, lien or other payment for a period of ten (10) days after the payment shall become due and payable, then all amounts paid hereunder by the Buyer, at the option of the Seller, shall be forfeited to the Seller as liquidated damages for breach of this contract, and on such default, it will be lawful and proper for the Seller, or its assigns, without notice, to take possession of the premises. It is further agreed that upon such default the buyer shall become a tenant of the Seller as a tenant from month to month and agrees to pay \$1,700.00 per month

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial





as rent for such premises, as rent becoming due and payable monthly in advance. All past due payments shall be deemed by the parties an arrearage of rental payments due so that Seller shall be entitled to proceed under Arkansas's rent and possession statutes and/or under Arkansas's unlawful detainer statutes. In the event of Buyer's default, Seller shall be entitled to reimbursement of all costs and attorney fees reasonably incurred as a result of such default. In the event Buyer's actions, in any way, reduce the value of the premises and/or violate any covenants contained herein, other than failure to make timely payment of any installment, interest, taxes, or other payments, Seller shall provide Buyer a written notice of default. If default is not cured within ten (10) days from the date of notice, Seller may, at Seller's discretion, declare a default and proceed to enforce its rights pursuant to the laws of the State of Arkansas. Should Seller declare this Contract in default, Buyer shall have no further right to or interest in the property.

12. Buyer has a one-time right to redeem the property by full payment of all amounts due herein at any time before Seller takes possession of the subject property. If no redemption is made within said time frame, the Buyer has no further rights to the property or the payments made hereunder.
13. Notwithstanding any provisions in this paragraph to the contrary, in the event of abandonment of the property by Buyer, Seller shall have the right to immediately re-enter and take possession of the property. The term "abandonment" as used in this paragraph shall mean any period of time in excess of seven (7) consecutive days during which Buyer does not maintain the subject property as Buyer's primary residence.
14. Seller makes no representations as to the character or quality of the neighborhood or of the surrounding neighbors. Buyer understands it is his/her obligation to fully research such issues and that certain pertinent information is available to the public via the internet.
15. It is understood and agreed that a letter addressed to the parties at the address shown beneath their signatures and duly deposited in the United States mail, postage prepaid, shall be sufficient delivery of any notice required under this contract.
16. It is understood and agreed that this contract contains the complete agreement between the parties and that Buyer is not relying upon representations other than those contained in this contract. This contract may only be amended by a written agreement signed by all parties hereto.
17. Buyer acknowledges that Buyer has inspected and carefully examined the above described property; and neither Seller, nor any person on Seller's behalf, has made any representations, warranties, or agreements as to the value, condition, quality or suitability of the property, improvements thereon, and fixtures and equipment therein, including but not limited to plumbing, refrigerators, heating, air-conditioning, electrical, structure, foundations, basement or roof. Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property other than the knowledge readily available from viewing the property. Buyer further acknowledges that Buyer has been advised that Buyer has the right to have the property inspected by a qualified inspector. Buyer hereby accepts that the above described property in its present "as is" condition and specifically acknowledges and agrees that the improvements thereon are habitable and fit.
18. Buyer waives any existing or future claim and/or cause of action, whether known or unknown, which Buyer has against Seller relating to the subject property, and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning and/or past or present usage including, without limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations. Buyer also agrees to indemnify and hold Seller harmless from any such liability, damages, claims, actions, causes of action, demands, costs, including reasonable attorney's fees and expenses arising from or relating to the real property and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning, and/or past or present usages, including without

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial




 *

limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations, whether such liability, damages, claims, actions, causes of action and/or demands are alleged by Buyer of any third party.

19. It is Buyer's sole responsibility to have the necessary financing in place at the time the contract is due. Seller makes no warranty as to the types of financing, if any, available at the present or in the future.

20. This contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, and assigns.

21. Special Agreements:

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.



BUYER



BUYER

1240 Medway Ln Centerton, AR
ADDRESS


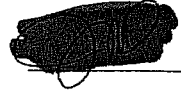

SELLER: Greenleaf Companies, L.L.C.

By: 

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial

  *
 _____ *

ADDENDUM TO CONTRACT DATED 01/10/07

Pursuant to previously agreed upon contract regarding the purchase of the property formerly known as [REDACTED] Benton County Arkansas Monthly payments beginning 3/01/07 will be \$1157.01. This is based on an interest rate of 5.02% interest only loan; including tax payments of \$171.20, and insurance payments of \$39.10.

Signed this 22 day of February, 2007

[REDACTED]
BUYER

[REDACTED]
BUYER

[Signature]
SELLER for Greenleaf Companies, LLC

ADDENDUM A

In purchasing the property at Centerton, AR Buyer acknowledges the following:

- Buyer acknowledges that the Seller has made no warranties or agreements as to the condition or quality of the above property-unless previously disclosed in writing.
- Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property.
- Buyer accepts the above described property in its present "As Is" condition and will not hold Seller accountable for the condition of any parts of the described property.
- Utilities must be switched over to the Buyer no later than 02/01/07 (Date). As the Buyer/Lessee, I understand that I need to make arrangements to have the utilities switched over to my name.
- I have been advised of my right to have the house inspected by a qualified professional at my own expense.
- I understand my payments should be mailed or delivered to:

Greenleaf Companies, L.L.C.
3646 S. Campbell
Springfield, MO 65807

- I understand that payments are due on the 1st of every month and that a late charge of \$8.00 per day will be assessed for every day past the 5th day of each month.
- I understand that late fees will be charged on both monthly payments and on any scheduled down payments.
- I understand that a check returned as "insufficient funds" will be assessed a \$25.00 charge, in addition to any late fees incurred.
- I understand that certified funds will be required to cure charges for any given month in which an insufficient funds charge is assessed.
- I understand that this is a contract for deed and that I acquire only equitable title to the property through this contract for deed. I further understand that legal title to the property will not be conveyed until I have paid the full amount due under this contract and that no documents will be filed with the Recorder of Deeds until such time.

Buyer acknowledges that Seller holds insurance on the above named property and that all damages/claims should be communicated directly to the Seller for reporting to the insurance agency. **Seller encourages and recommends that the Buyer obtain a contents insurance policy to cover the Buyer's personal property on the premises.**

Dated this 10 day of January, 2007.

Buyer

Buyer

Seller: Greenleaf Companies, L.L.C.

By:

Addendum C

PROMISSORY NOTE

Principal amount: \$3,884.00

Date: 01/10/07

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Greenleaf Companies, L.L.C., the sum of \$3,884.00, together with interest thereon at the rate of 5.19 % per annum as follows:

Debtor shall pay the balance in equal monthly installments of \$16.80 representing **interest only** payments, beginning 03/01/07 and continuing thereafter until 06/10/08 at which time a balloon payment in the sum of \$3,884.00 shall be paid. Failure to make the \$3,884.00 balloon payment on 06/10/08 will result in interest to be accrued from the original date of this agreement at the rate of 18%.


This note may be prepaid, at any time, in whole or in part, without penalty. **In the event payments on this note and on the attached Contract for Deed, provided by the same holder, are paid on time each time a payment is due, holder will forgive the balance of this note at the time Buyer acquires permanent financing.**

This note shall, at the option of any holder hereof, be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder on or before its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto. 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within 5 days of due date shall be subject to a late charge of \$8.00 per day. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Arkansas.


Buyer


For Greenleaf Companies, L.L.C.


Buyer

EXHIBIT

E

CONTRACT FOR DEED

THIS CONTRACT FOR DEED (the "Contract" or "Agreement") is made and entered into this 16 day of June, 2008 by and between Greenleaf Companies, L.L.C. of 3645 South Ave., Springfield, Missouri 65807, Grantor (hereinafter referred to as "Seller"), and [REDACTED] of [REDACTED] Centerton, Arkansas, Grantee, (hereinafter referred to as "Buyer"), whether one or more.

WITNESSETH: Seller, for and in consideration of the strict compliance with the agreements, stipulations and conditions in this contract hereinafter stated, hereby agrees to convey to Buyer, the property whose street address is [REDACTED], Centerton, Arkansas, together with the improvements located thereon, and more formally described as:

[REDACTED] Centerton Arkansas, Benton County

TERMS AND CONDITIONS

PURCHASE PRICE: The total purchase price shall be (\$180,000.00) which shall be paid as follows:

1. The sum of (\$2,995.00) shall be paid as a non-refundable down payment to Seller as per the schedule outlined in Addendum B of this document. Buyer and Seller agree that in the event this contract shall fail to close, for any reason other than Seller's refusal or inability to transfer good title to the property, Seller shall be entitled to retain the down payment as partial damages which shall be in addition to any monies claimed due pursuant to paragraph 12 herein.
2. The sum of (\$177,005.00), which is the balance of the purchase price, shall be amortized over a period of thirty years, shall bear interest at the rate of 7 % per annum and shall be paid in equal monthly installments of \$1,177.62, commencing 09/01/08 and continuing thereafter, on the first day of each and every month, until the full balance hereunder is satisfied in full. The first payment hereunder, representing a partial month's payment, in the sum of \$1,118.02 shall be made on 08/01/08 and all payments thereafter shall be on the 1st day of each month in the sum set forth above. Buyer acknowledges that in addition to the monthly payment due hereunder, Buyer shall be responsible for paying a monthly prorated sum for real estate taxes and insurance and that the full monthly payment, including taxes and insurance shall be \$1,341.62. Buyer further understands that the additional prorated sum for taxes and insurance will increase over the course of this Contract for Deed and Buyer agrees to be bound thereby and promptly pay such increased sum.
 - a. A late charge of \$5.00 PER DAY will be assessed for any payment received after the 5th day of each month.
 - b. Seller will assess a fee of \$25.00 for any check returned due to insufficient funds, in addition to any late fees incurred. Payment in the form of Certified funds will be required to cure charges for any given month in which an insufficient funds charge has been assessed. Seller may thereafter require certified funds for future monthly payments.
 - c. Buyer shall have the option and the privilege, without penalty, to pay any or all of said indebtedness at any time or times prior to the maturity of this contract.

Buyer and Sellers must initial all pages*

Buyer's initials

Seller's initial

3. Buyer acknowledges and understands that the property is currently subject to a Deed(s) of Trust and hereby explicitly grants Seller the right to refinance and subject this property to further or additional Deeds of Trust, in a sum not to exceed the purchase price hereunder. Buyer hereby subordinates Buyer's interest in the property to any such current or subsequent Deed of Trust. Seller agrees to make all payments on any such note(s) when due directly to the holder. Seller shall, upon reasonable request, provide Buyer with proof of payments on the described note(s).
4. Seller retains the right to unilaterally convert this Contract for Deed to a purchase agreement, at any time, thereby conveying title to the property to Buyer. Buyer agrees that in exchange for such transfer, Buyer will execute a Deed of Trust, in favor of Seller for the balance of the purchase price then remaining due. Seller further retains the right to sell, transfer or assign this Contract for Deed, without notice.
5. Seller shall be responsible for assuring that all annual real estate taxes due and payable against the property, during the term of this Contract for Deed, are timely paid. In addition, Seller shall be responsible for assuring that of all insurance premiums reasonably incurred by Seller to insure its interest in the real property are promptly and timely paid. **Buyer acknowledges that Seller will not purchase insurance to protect any loss to Buyer's personal property, contents and/or fixtures.** Buyer should purchase any such insurance at Buyer's expense.
6. Possession of said property shall be delivered upon 07/05/08.
7. Upon maturity of this contract, and satisfaction in full of the obligations of Buyer hereunder, the Seller hereby agrees and binds itself to make, execute and deliver to Buyer a good and sufficient deed of conveyance for said premises free of encumbrances caused by the Seller.
8. Buyer shall, at Buyer's expense, make all necessary repairs to the property in a timely manner, in order to maintain the same in a good state of repair and shall promptly pay all material and labor expenses, if any, in connection therewith and shall not permit any liens to attach to this property. **Buyer shall not commit or make any improvements, alterations or major repairs without the written consent of Seller.** Seller does not consent to the attachment of any mechanic's or material-men's liens.
9. Buyer shall, at no time, sell, transfer or assign this contract, nor rent or lease the property, to another person without written consent of the Seller. Buyer shall not encumber Buyer's interest in said property with any additional liens or mortgages.
10. All payments required under this agreement shall be made to Seller and delivered to:

Greenleaf
3646 S. Campbell
Springfield, MO 65807

Or at such location as Seller may direct in writing to the Buyer.

11. Seller retains the right, with reasonable notice, to go upon and enter said premises covered in this contract, in person, or by its agents or representatives for the purpose of inspecting the same and insuring compliance with this agreement.

Buyer and Sellers must initial all pages*

Buyer's initials

  *

Seller's initial

EL *

12. It is expressly understood that Time Is of The Essence and that if Buyer shall fail to pay any installment, interest, lien or other payment for a period of ten (10) days after the payment shall become due and payable, then all amounts paid hereunder by the Buyer, at the option of the Seller, shall be forfeited to the Seller as damages for breach of this contract, which shall be in addition to any monthly payments remaining due and outstanding as set forth below, and on such default, it will be lawful and proper for the Seller, or its assigns, without notice, to take possession of the premises. It is further agreed that upon such default the Buyer shall become a tenant of the Seller as a tenant from month to month and agrees to pay \$1,800.00 per month as rent for such premises, as rent becoming due and payable monthly in advance. Buyer further acknowledges that as additional damages due to Seller in the event of default, Seller shall be entitled to a sum equivalent to the difference in the monthly payment due hereunder and the monthly Lease Payment, retroactive to the date of execution of this contract. All past due payments shall be deemed by the parties an arrearage of rental payments due so that Seller shall be entitled to proceed under Arkansas' rent and possession statutes and/or under Arkansas' unlawful detainer statutes. In the event of Buyer's default, Seller shall be entitled to reimbursement of all costs and attorney fees reasonably incurred as a result of such default. In the event Buyer's actions, in any way, reduce the value of the premises and/or violate any covenants contained herein, other than failure to make timely payment of any installment, interest, or other payments, Seller shall provide Buyer a written notice of default. If default is not cured within ten (10) days from the date of notice, Seller may, at Seller's discretion, declare a default and proceed to enforce its rights pursuant to the laws of the State of Arkansas. Should Seller declare this Contract in default, Buyer shall have no further right to or interest in the property. Early termination of this Contract by Buyer, other than through payment of the full balance remaining due hereunder, shall also be deemed an event of default and Seller shall be entitled to collect from Buyer, as damages therefore, in addition to any sums due as and for monthly rent, a sum equivalent to the difference in the Lease Agreement sum and the contract payment made hereunder, retroactive to the date of execution of this contract, or alternatively, the sum of \$6,000.00, whichever is less.
13. Buyer has a one-time right to redeem the property, by full payment of all amounts due herein, at any time before Seller takes possession of the subject property. If no redemption is made within said time frame, the Buyer has no further rights to the property or the payments made hereunder.
14. Notwithstanding any provisions in this paragraph to the contrary, in the event of abandonment of the property by Buyer, Seller shall have the right to immediately re-enter and take possession of the property.
15. It is understood and agreed that a letter addressed to the parties at the address shown beneath their signatures and duly deposited in the United States mail, postage prepaid, shall be sufficient delivery of any notice required under this contract.
16. It is understood and agreed that this contract contains the complete agreement between the parties and that Buyer is not relying upon representations other than those contained in this contract. This contract may only be amended by a written agreement signed by all parties hereto.
17. Buyer acknowledges that Buyer has inspected and carefully examined the above described property; and neither Seller, nor any person on Seller's behalf, has made any representations, warranties, or agreements as to the value, condition, quality or suitability of the property, improvements thereon, and fixtures and equipment therein, including but not limited to plumbing, refrigerators, heating, air-conditioning, electrical, structure, foundations, basement or roof. Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property other than the knowledge readily available from viewing the property. Buyer further acknowledges that Buyer has been advised that Buyer has the right to have the property inspected by a qualified inspector. Buyer hereby accepts the above

Buyer and Sellers must initial all pages*

Buyer's initials

 *

Seller's initial

CC *

described property in its present "as is" condition and specifically acknowledges and agrees that the improvements thereon are habitable and fit.

18. Buyer waives any existing or future claim and/or cause of action, whether known or unknown, which Buyer has against Seller relating to the subject property, and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning and/or past or present usage including, without limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations. Buyer also agrees to indemnify and hold Seller harmless from any such liability, damages, claims, actions, causes of action, demands, costs, including reasonable attorney's fees and expenses arising from or relating to the real property and/or its value, condition, inspection, state of repair, maintenance, physical dimensions, zoning, and/or past or present usages, including, without limitation, any claim and/or cause of action based upon Seller's own negligence and/or representations, whether such liability, damages, claims, actions, causes of action and/or demands are alleged by Buyer of any third party.
19. This contract shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, and assigns.
20. Special Agreements:

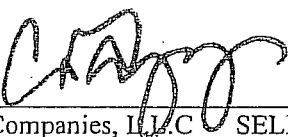
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

[Redacted Signature]

BUYER

[Redacted Signature]

BUYER


Greenleaf Companies, LLC SELLER

411 Novarra Drive, Centerton, Arkansas

ADDRESS

Buyer and Sellers must initial all pages*

Buyer's initials

[Redacted Initials]

*

Seller's initial

LL

*

PROMISSORY NOTE

Principal amount: \$177,005.00

Date: 06/16/08

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Greenleaf Companies, L.L.C., the sum of \$177,005.00 Dollars (\$), together with interest thereon at the rate of 7 % per annum, until maturity, on the unpaid principal balance, fully amortized over a period of 30 years. Said sum shall be paid in the following manner:

The sum of \$981.35 shall be paid on 08/01/08, representing the first partial month's amortized payment due under this promissory note. Thereafter, on the first day of the following month, and the first day of each succeeding month thereafter, the balance shall be paid in equal monthly installments of \$1,177.62 until the full balance hereunder is satisfied in full. The undersigned acknowledges that his/her monthly payment under the Contract for Deed, which is made a part hereof, includes additional prorated sums for insurance, taxes, HOA dues and security system payments, where applicable, and that failure to pay the monthly sum due under the Contract for Deed will constitute a default.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty.

This note shall, at the option of any holder thereof, be immediately due and payable upon the occurrence of any of the following: 1) Failure to make any payment due hereunder on or before its due date. 2) Breach of any condition of any security interest, mortgage, loan agreement, pledge agreement or guarantee granted as collateral security for this note. 3) Breach of any condition of any loan agreement, security agreement or mortgage, if any, having a priority over any loan agreement, security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note. 4) Upon the death, incapacity, dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto. 5) Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. All payments hereunder shall be made to such address as may from time to time be designated by the holder.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Arkansas.

This note is issued as and intended to be a negotiable instrument, and the Company, by the issuance, and each holder, by the acceptance of this Note, agree that it is to be treated as and deemed to be a negotiable instrument, with all the incidents of negotiable instruments regardless of whether or not in the absence of such agreement the same would be negotiable.

Buyer

Buyer

EXHIBIT

G

ADDENDUM A

In purchasing the property at [REDACTED] Centerton, Arkansas Buyer acknowledges the following:

- Buyer acknowledges that the Seller has made no warranties or agreements as to the condition or quality of the above property-unless previously disclosed in writing.
- Buyer acknowledges that neither Seller nor any principal of Seller has ever maintained the property as a residence and Seller has no knowledge of the condition or prior use of the property.
- Buyer accepts the above described property in its present "As Is" condition and will not hold Seller accountable for the condition of any parts of the described property.
- Utilities must be switched over to the Buyer no later than 07/05/08 (Date). As the Buyer/Lessee, I understand that I need to make arrangements to have the utilities switched over to my name.
- I have been advised of my right to have the house inspected by a qualified professional at my own expense.
- I understand my payments should be mailed or delivered to:

Greenleaf
3646 S. Campbell
Springfield, MO 65807

- I understand that payments are due on the 1st of every month and that a late charge of \$5.00 will be assessed for every day past the 5th day of each month.
- I understand that late fees will be charged on both monthly payments and on any scheduled down payments.
- I understand that a check returned as “insufficient funds” will be assessed a \$25.00 charge, in addition to any late fees incurred.
- I understand that certified funds will be required to cure charges for any given month in which an insufficient funds charge is assessed.

Buyer acknowledges that Seller holds insurance on the above named property and that all damages/claims should be communicated directly to the Seller for reporting to the insurance agency. **Seller encourages and recommends that the Buyer obtain a contents insurance policy to cover the Buyer's personal property on the premises.**

Dated this 16 day of June, 2008 .

Buyer [REDACTED]

Buyer [REDACTED]

Seller: Greenleaf Companies, L.L.C.

By:

PAYMENT POLICIES

1. ONLY Certified Funds are accepted for down payments.
2. Checks returned due to insufficient funds will be recorded as non-payment:
 - a. There will be a \$25.00 fee assessed for checks returned for insufficient funds
 - b. No further personal checks will be accepted. All payments thereafter must be in certified funds.
3. Failure to make timely payments will result in legal action. This means that a lawsuit will be filed asking for a Judgment to evict you from the residence and collect for all unpaid monthly payments, late fees, attorney fees and court costs. You will lose all the money you have paid toward purchasing your house and you will have to immediately find somewhere else to live or face having the Sheriff evict you from the residence.
4. A judgment will negatively impact your credit.
5. We will pursue all legal means to collect the past due money owed by you.
6. **IF YOU CAN NOT MAKE THE MONTHLY PAYMENT REQUIRED UNDER THIS CONTRACT, DO NOT CLOSE ON THE HOUSE.**
7. No payment arrangements, other than those set forth in the contract, are acceptable.
8. Approximately 1-2 months after your account has been set up, you will receive information regarding payment processing. At that time, Weststar Escrow Servicing will begin handling and receiving your payments. Please note, your loan is not being sold, it will merely be serviced by Weststar. You will receive notification and a coupon book in the mail. We are excited that you will be receiving the many benefits of having your loan serviced by Weststar. These benefits include: full credit bureau reporting, coupon/ACH payment options, and online account information. Until you receive a coupon book, please continue to make your payments to Greenleaf Companies, L.L.C. 3646 S. Campbell, Springfield, MO 65807.

We acknowledge that the above payment policies have been explained to us and that we understand the consequences of failure to abide by these policies.

Buyer

Buyer

Date: 06/16/08

Date: 06/16/08

EXHIBIT

H